



PROCUREMENT INFORMATION	
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INSTRUCTIONS TO VENDORS	
Return Proposal to: Keith Thompson Director Third Party Division Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark Face of Envelope/Package: RFP Number: 2009-TPL-01 RFP Due Date: October 7, 2009 5 p.m., CT
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response)</i>	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number:	Vendor FAX Number:
Vendor Federal I.D. Number:	Vendor E-mail Address:

Section A. RFP Checklist

1. ____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. ____ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. ____ **Use the forms provided,** i.e., cover page, disclosure form, etc.
5. ____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. ____ **Prepare to sign and return the Contract and Business Associate Agreement** to expedite the contract approval process. The successful contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

This checklist is provided for assistance only and should not be submitted with Vendor's Response.

Section B. Schedule of Events

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates and will be impacted by the number of proposals received. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.medicaid.alabama.gov.

EVENT	DATE
RFP Issued	9/15/09
Answers to Questions Posted Daily by 5 pm CT	9/16/09-9/22/09
Final Posting of Questions and Answers	9/23/09
Proposals Due by 5 pm CT	10/7/09
Evaluation Period	10/8/09-10/16/09
Contract Award Notification	10/20/09
**Contract Review Committee	12/3/09
Official Contract Award	12/3/09
Program Start Date	1/1/10

* *By state law, this contract must be reviewed by the Legislative Contract Review Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to 45 days. The "Vendor Begins Work" date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.

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Section I. General Medicaid Information

The Alabama Medicaid Agency (Medicaid) is responsible for the administration of the Alabama Medicaid Program under a federally approved State Plan for Medical Assistance. Through teamwork, the Agency strives to enhance and operate a cost efficient system of payment for health care services to low income individuals through a partnership with health care providers and other health care insurers both public and private.

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in ten district offices throughout the state and by 180 out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In FY 2008, more than 920,937 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

Services covered by Medicaid include, but are not limited to, the following:

- Physician Services
- Inpatient and Outpatient Hospital Services
- Rural Health Clinic Services
- Laboratory and X-ray Services
- Nursing Home Services
- Early and Periodic Screening, Diagnosis and Treatment
- Dental for children ages zero (0) to twenty (20)
- Home Health Care Services and Durable Medical Equipment
- Family Planning Services
- Nurse-Midwife Services
- Federally Qualified Health Center Services
- Hospice Services
- Prescription Drugs
- Optometric Services
- Transportation Services
- Hearing Aids
- Intermediate Care Facilities for the Mentally Retarded and Mental Disease Services
- Prosthetic Devices
- Outpatient Surgical Services
- Renal Dialysis Services
- Home and Community Based Waiver Services
- Prenatal Clinic Services
- Mental Health Services

Additional program information can be found at www.medicaid.alabama.gov.

Section II. General Vendor Requirements

Medicaid is requesting proposals from vendors with the experience and technical expertise for providing third party services necessary to: identify and verify third party insurance leads for cost saving and recovery purposes, investigate cases with liable third party resources, initiate actions to recover benefits, recover monies for medical care for which another party is responsible, and provide reports of all work performed as defined in the scope of work section.

Medicaid is also seeking proposals from vendors on additional program services that are identified in section III. I. These services include the following:

1. Real time updates of pharmacy coverage results
2. Medicare enrollment identification and assistance
3. Recovery of State's interest caused by Social Security Administration's T-2 Special Disability Workload error
4. Program Integrity services

Proposals for these other program services are to be priced out separately and will be evaluated separately and independently from proposals submitted for the third party services. However, any vendor selected for any proposals submitted must comply with all requirements indicated in this Request For Proposals (RFP).

Medicaid, as a payor of last resort per 42 CFR, seeks to fulfill the federal Medicaid requirement for identifying, cost avoiding, and /or recovery from third party payors. Medicaid is jointly funded by the State and Federal governments. Service delivery is accomplished through a variety of relationships and agreements with public and private medical providers and state agencies. Providers are reimbursed for their services by Medicaid through a fiscal agent.

Services Required:

1. Develop procedures, implement and operate functions to identify and verify liable third parties as defined by state and federal law including but not limited to performing sophisticated data matching.
2. Pursue recovery of Medicaid funds from liable third parties including but not limited to casualty and estate recovery, and some commercial and Medicare billings/recoupments. Perform any additional recovery projects or other initiatives whether or not considered Third Party Liability (TPL) activities, as mutually agreed upon and assigned by the Alabama Medicaid Agency.

All information contained in this RFP and amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the Contractor or a basis for legal recovery of damages, actual, consequential or punitive except to the extent that such inaccuracies are the result of intentional misrepresentation by Medicaid.

Section III. Scope of Work

A. GENERAL OVERVIEW

This RFP includes a variety of both automated and manual Third Party Liability activities. Vendors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current Alabama Medicaid policies and limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Medicaid's work effort. The components and services **required** for this proposal are described in III. B. through III. H. Section III. I. contains additional services in which the State is seeking proposals. Any proposals submitted for section III. I. services will be evaluated separately from the required TPL services listed in III. B. through III. H. The scope of work the State is requesting is as follows:

B. Automated Data Matching to Identify Commercial Coverage

The vendor must describe its work plan for performing specific functions to enhance the State's efforts with identifying new and verifying liable commercial insurance coverage and loading updated TPL information into the Medicaid Management Information System (MMIS) and any other State partner for cost avoidance, including but not limited to:

1. Routine data matching with top commercial carriers for the state
2. Federally required and non routine matches to identify new commercial insurance coverage, including but not limited to:
 - a. Workman's Compensation to identify recipients obtaining benefits for which Medicaid needs to cost-avoid the payment of medical claims.
 - b. State Wage match with the Alabama Department of Industrial Relations to identify working recipients or caretakers of recipients who have employer-based insurance.
3. Process medical record requests from attorneys, insurance companies, and recipients in order to identify potential insurance coverage. Alabama has an administrative rule that requires providers to obtain authorization from Alabama Medicaid prior to releasing medical or claims records outside of permitted circumstances. (See Administrative Code Rule No. 560-X-20-.05). Requests for these authorizations are a source for new insurance leads.
4. Provide new add files to Medicaid's MMIS fiscal agent for loading onto Medicaid's policy file.

C. Medical Support Enforcement

The vendor must describe its work plan for performing specific functions to support the medical support enforcement efforts between Alabama Medicaid and the Alabama Department of Human Resources (DHR), the state's child support enforcement agency. Minimum services needed:

1. Identify (via data matches, surveys to employers, etc.) insurance coverage with absent parents of Medicaid recipients who have been court ordered to provide medical coverage. This function will require coordination with DHR to identify cases where medical support is ordered.

2. Provide new add files to Medicaid's MMIS fiscal agent for loading onto Medicaid's policy file.
3. Identify unfulfilled medical support orders to refer to DHR.
4. Provide a monthly data file to DHR of all Medicaid eligible children. Monthly data will include Medicaid eligibility and household data, insurance information, and aggregate Medicaid paid claims data.
5. Participate in quarterly coordination meetings with Medicaid and DHR in order to support further medical support enhancements.

D. Casualty Recovery

The vendor must describe its work plan for performing specific functions in order to identify, track and pursue recovery of Medicaid funds from casualty and litigation related cases (including cases involved in global settlements), including but not limited to:

1. Federally required matches to identify new casualty cases:
 - a. Alabama Department of Public Safety traffic accident reports.
 - b. Workman's Compensation to identify recipients obtaining benefits for which Medicaid may have subrogation rights.
2. Process medical record requests from attorneys, insurance companies, and recipients in order to identify potential casualty cases. Alabama has an administrative rule that requires providers to obtain authorization from Alabama Medicaid prior to releasing medical or claims records outside of permitted circumstances. (See Administrative Code Rule No. 560-X-20-.05). Requests for these authorizations are a major source for new casualty recovery leads.
3. Perform diagnosis and trauma code editing and follow-up activities on such claims in order to identify legally liable third parties that need to be tracked for recovery so that the State will meet 42 CFR 433.138 requirements.
4. Set up casualty cases when appropriate and track to completion.
5. Take action to identify Medicaid claims that will be assigned to the case and determine the amount owed to Medicaid.
6. File claim with the attorney or insurance company and facilitate settlement negotiations, when appropriate.
7. Provide state staff with access to contractor's case tracking system that will identify the stage of progression for each casualty recovery case being worked by the contractor.
8. Provide automated updates to the MMIS fiscal agent on casualty cases that are performed by the contractor once the case has been fully processed. Updates to the MMIS shall be provided in a separate file extract in a format and timeframe approved by the State.

E. Estate Recovery

The vendor must describe its work plan for performing specific functions in order to pursue recovery from the estates of deceased Medicaid recipients and/or their spouses who are age 55 and over and from trusts established for Medicaid recipients. Assets for these individuals must be identified and monitored for possible estate recovery.

Specific services needed, but not limited to, are:

1. Identify deceased recipients who have assets and meet the age requirement.

2. Cross match with vital statistics records social security numbers of Medicaid recipients in order to notify Medicaid of death of recipient in a timely manner.
3. Cross match recipient's social security number to determine if an estate has been or will be opened in the probate court system.
4. Determine if Medicaid needs to file a claim.
5. In cases where assets are identified and the family does not open estate, determine if it is cost-effective for Medicaid to open an estate.
6. Take action to determine the amount owed Medicaid.
7. File claim.
8. Provide state staff with access to contractor's case tracking system that will identify the stage of progression for each estate recovery case being worked by the contractor.
9. Provide automated updates to the MMIS fiscal agent on estate recovery cases that are performed by the contractor once the case has been fully processed. Updates to the MMIS shall be provided in a separate file extract in a format and timeframe approved by the State.

Other services needed:

- Assist Medicaid with writing a state plan for estate recovery.
- Provide outreach and education for courts, attorneys, recipients, family members, Medicaid staff, nursing homes, other government agencies and special interest groups.
- Assist Medicaid in developing policies and procedures for estate recovery.
- Monitor special needs trusts on a yearly basis. This service must include obtaining and reviewing all financial records in order to verify expenditures made from the special needs trust in the past year and reporting to Medicaid all suspicious transactions which exceed a certain dollar amount (to be decided). If any financial transaction appears to be a violation of the trust agreement, but falls within a certain dollar amount, a letter of warning is sent and the record flagged for review in six months.

F. Credit Balance Audits

The vendor must describe its work plan for performing specific functions for identifying and recovering overpayments (credits owed to Medicaid) from providers via on-site audits and desk reviews. Credit balance reviews will only be conducted on providers that have been approved by Alabama Medicaid.

G. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System

The vendor must describe its work plan for performing recovery billings, rebillings, and recoupments of identified Medicaid paid claims that are covered by liable third party. The work plan should include the vendor's ability to coordinate with the MMIS vendor so that duplication of effort does not occur.

H. Recommend other enhancements or improvements to Alabama's Third Party functions that the vendor could provide

Medicaid would like the vendor to provide details of other services that they are able to provide that could enhance Medicaid's third party functions (and that are not already referenced as a need in this RFP). The vendor must describe its capabilities for identifying areas that could be improved and describe its work plan for each enhancement proposed.

I. Optional Additional Services for which Medicaid is seeking proposals that are to be priced out and will be evaluated separately

The vendor must describe its capabilities and work plan for performing the services that are specifically listed under this Section (III. I.). The vendor must include in its proposal all costs associated with providing each additional service: implementation costs, fixed fees, contingency fees, and/or transaction fees. Evaluation of these proposals will be conducted and contract(s) awarded separately and independently from the TPL services described in the previous sections. Additional services include:

1. Real Time Updates Of Pharmacy Coverage Results

Pharmacy coverage must be available to the pharmacy at the time of sale. As an enhanced feature, data matching results on pharmacy policies may occur and be transmitted in real time to the Alabama Medicaid Pharmacy Point of Sale (POS) System. The vendor's proposal must demonstrate the ability to interface with the Pharmacy POS.

2. Medicare Enrollment Identification and Assistance

Perform ongoing comprehensive data analyses of the disabled and over 65 population to identify Medicaid recipients eligible for Medicare benefits, assist recipients with the enrollment process and develop and implement a strategy to recover Medicaid payments for which Medicare should have been the primary payer. For those recipients who have a qualifying disability and/or are of age to qualify for coverage under Medicare, conduct outreach activities, educate recipients about the Medicare enrollment process, and provide enrollment services working directly with the recipient, the providers and Social Security Administration to complete the enrollment process. Once enrollment is complete, load this information to the member eligibility file to avoid the cost of any future claims.

3. Recovery of State's interest caused by Social Security Administration's (SSA) T-2 Special Disability Workload

SSA's error to qualify a significant number of individuals for Social Security Disability Insurance (SSDI) benefits over the past two decades has created a significant financial burden on 1634 states (like Alabama). This error has resulted in the State being billed for large periods of retroactive Medicare premiums without the ability to recover the claims that Medicaid has paid, but should have been paid by Medicare. The vendor's proposal should demonstrate the ability of the vendor to represent the State's interest in seeking a resolution of this issue with the relevant federal agencies. The vendor must describe its approach for helping the state reach an acceptable solution.

4. Program Integrity Services

Vendor must describe its work plan for performing ongoing analysis of Alabama Medicaid data and information to develop systematic approaches in identifying vulnerabilities and potential targets of specific provider types for detection of fraud,

waste and abuse. Vendor must describe its work plan for performing post payment reviews of providers identified by the analysis of Alabama Medicaid data and information as well as describe its recovery process. Post payment reviews will only be conducted on providers that have been approved by Alabama Medicaid.

Section IV. Program Requirements

A. Contractor Responsibilities After Award

1. Secure any necessary approvals and clearances required to conduct the tasks required by this RFP. These may include Data Match Agreements, CMS Waivers for timely filings, State Insurance Commission Approvals, etc.
2. The Contractor must be accessible to Medicaid via telephone, email, and onsite as needed. While Medicaid does not require the Contractor to establish a local office near the Medicaid office, appropriate Contractor staff must be available onsite when it is determined by Medicaid to be necessary.
3. Provide a system for effective communication with a variety of entities including but not limited to employers, providers, recipients, attorneys, and insurance carriers. This communication should include a toll-free number to answer inquiries and requests for medical records. The toll-free line must be operable and staffed on business days from 8:00 a.m. - 5:00 p.m. CST and must include enough lines to meet the demand for the services to be provided.
4. The Contractor's project manager must be available and prepared to meet with Medicaid staff and other individuals as considered necessary for the discussion of the RFP and contract requirements. The project manager must also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Contractor and Medicaid shall be on an as-needed basis throughout the implementation phase and on (at least) a monthly basis, or as otherwise required by Medicaid during the operations phase.
5. Ensure that all data reports and files prepared by the Contractor are accurate and complete and contain the appropriate fields used to accurately update the MMIS system. Any errors shall be corrected by the Contractor at no cost to Medicaid.
6. Submit monthly invoices to Medicaid based on finalized recoveries and policy adds (those that the provider does not challenge or that have completed administrative appeals process and that include the number of newly verified insurance policies added to the MMIS by the Contractor).
7. Establish and maintain an accounting system in accordance with general accepted accounting procedures. The Vendor's accounting system must warrant that individual accounts receivable posting to claim detail reports will be within 98% accuracy. Any errors shall be corrected by the Contractor at no cost to Medicaid.
8. The Contractor will be required to assist in the eventuality of an audit by any federal or state authority.

9. The Contractor shall pay all of the expenses incurred by it in the performance of its duties under this contract.

B. Deliverables and Reporting

1. First reports are due 30 days after contract start date, and within 60 days full interfacing, operational and functioning programs are expected.
2. Prepare reports as necessary for use as requested by Medicaid. Such reports shall include proposed recovery amounts, overall savings, impact and other pertinent information and would include any ad hoc reports as requested by Medicaid in relation to the TPL recovery program, estate recovery program, casualty recovery program and all other recovery projects performed by the Contractor.
3. Warrant that general reports produced be consistently accurate. Any errors shall be corrected by the Contractor at no cost to Medicaid.
4. Provide reports to the Agency within two weeks of receipt of monies which permits required posting of accounts. Reports shall contain all pertinent information to allow the Agency to update the MMIS with accurate billing and payment information within 98% accuracy.
5. Specific reports required (but not limited to) by the Contractor for the TPL services listed in Sections III. B. through III. H. include:
 - a. Daily logs of received medical record requests
 - b. Monthly Data Match Progress Reports. Narrative reports by Carrier specifying benchmarks, problems, and proposed solutions.
 - c. Monthly Report of Pharmacy cost avoided claims and savings.
 - d. Monthly Report of Medical cost avoided claims and savings.
 - e. Detailed Report of Actual Recoveries, including date of check receipt, client name, Medicaid ID number, carrier, and date check was sent to Medicaid. This information should balance to the checks delivered to Medicaid. If any unidentified payments remain as of a given date, they shall be included on the report. This report is due to Medicaid within ten calendar days of check receipt.
 - f. Annual Report of Collections. This report must include the total amount billed and recovered, percentage of recovery, and number of claims involved. These totals should not be duplicative.
 - g. Monthly Accounts Receivable Summaries. Report by carrier, detailed claims billed, detailed claims and dollars paid, detailed claims and dollars outstanding, percentage of claims paid for initial and re-billings, with appropriate totals.
 - h. Newly Identified Resources by Carrier. Verified data match results by carrier indicating number of recipients with newly identified coverage by type of coverage, due within 30 days of match completion.

- i. Newly Identified Resources by source of match. Verified data match results from the federally required matches required under Section III.B.: Workman's Compensation, traffic accident reports match, and the State Wage Match. Reports should indicate the number of recipients with newly identified coverage due within 30 days of match completion.
- j. Comprehensive Recovery Report by Carrier. This will be a detailed report produced after all significant recoveries have been effected which will specify recoveries billed and paid, claims by procedure code, diagnosis and place of service.
- k. Monthly Report of Recoveries. This report must include the total amount billed and recovered, and the number of unduplicated claims.
- l. Monthly status report that includes the number of newly identified and verified health insurance segments.
- m. Monthly Report of Medical Support Enforcements that includes the number of newly identified and verified health insurance segments and the number of referrals made to DHR for enforcement of an existing court order.
- n. Reports required for the coordination of medical support enforcement enhancements between Medicaid and DHR.
- o. Monthly report of casualty recovery cases identified through diagnosis and trauma code editing as required in 42 CFR 433.138.
- p. Monthly report of casualty cases added, closed and amount of recoveries received.
- q. Monthly estate recovery reports of identified new cases, closed cases, and amount of recoveries received.
- r. Monthly credit balance audit reports of providers identified for audit and the identified claims for recovery.
- s. Quarterly and Year-to-Date Reports of above reports by calendar year and by fiscal year.
- t. Ad Hoc reports for Alabama Legislative Sessions and Budget sessions and other required meetings.

C. Information Technology and Systems Requirements

The Contractor shall assure seamless coordination between other systems including, but not limited to the State's fiscal agent, ERISA health plans, Third Party Administrators (TPAs), pharmacy benefit managers, and decision support system.

The Contractor shall have the capacity (hardware, software and personnel) sufficient to fully manage and report on the project described in this RFP. The Contractor's information system must ensure system linkage throughout all Contractor departments and include a scalable database repository that supports large data sets and exponential growth in total database size over the life of the contract. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor shall provide to Medicaid their carrier-specific electronic data match formats used to identify other coverage for Alabama Medicaid recipients. These file formats may be used by Medicaid in future data matches.

Medicaid will coordinate with the Contractor concerning which of the State's data files will be shared and the frequency with which they will be made available to perform data matches and recover against previously unidentified Third Party Resources. The State has the first right to pursue.

D. Requirements of Proposals

1.GENERAL OVERVIEW

General proposal requirements are addressed in Section IV.A. through C. and in Appendix A of this RFP. Vendor proposals for the services described in Sections III. B. through III. H. shall consist of two parts: a technical proposal and a cost proposal. The specific contents for these proposals are addressed below in Section IV.D.2. and D.3.

Submission of proposals for any of the optional additional services described in Section III. I. 1. through 4. will be evaluated separately. Contents of a proposal for additional services should include a clear description of the services being offered by the Vendor and must address all costs associated with providing each additional service: implementation costs, fixed fees, contingency fees, and/or transaction fees. Any additional services selected by Medicaid will be paid in accordance with the proposal specifications.

2.CONTENTS OF TECHNICAL PROPOSAL

At a minimum, the Vendor's Technical Proposal must contain the items listed below. Those items must be arranged in the order below.

a.A description of the Vendor's understanding of the statement of work

b.A comprehensive description of the methodology that the Vendor will utilize to meet the scope of work. This description must include the following:

- 1) Provide the process and methodology for identifying and reporting the existence of third party coverage
- 2) Provide the process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third party resources are available
- 3) Provide the process and methodology for identifying provider payments received from Medicaid where third party payments were also paid on the same claim
- 4) Provide a comprehensive description of other proposed systems and/or cost saving and recovery projects including both automated and administrative functions

- 5) A detailed methodology for both transition and continued operation to be used if the State assigns to the Vendor the responsibility of the casualty recovery program, aspects of the estate recovery program, and any other third party resource maximization programs.
- 6) The Vendor's deadlines for contract deliverables

c. Experience and qualifications of the Vendor and staff. The technical proposal must contain the following:

- 1) Evidence that the Vendor possesses the Vendor qualifications specified in RFP Section II and listed below.
- 2) A description of the Vendor's organization, including
 - a) Date established
 - b) Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Vendor's organization in relation to any parent, subsidiary or related organization
 - c) Number of employees and resources
 - d) Organizational chart of the Vendor's company to include number of personnel or FTE engaged in TPL activities
 - e) The names and resumes of key personnel in regards to this contract, the functions to be performed by each key personnel, and whether those key personnel are the Vendor's employees or independent contractors
 - f) A description of all subcontractors the Vendor intends to use on this Contract, if any
 - g) A list of all similar projects on which the Vendor is presently working
 - h) A list of all similar projects the Vendor has completed within the last three years
 - i) A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work;
 - j) Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this Contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years, including balance sheets, and profit and loss statements, any related notes, and an Auditor's Report.
- 3) The Vendor's acknowledgment that the State will not reimburse the Contractor until: (1) the Agency's contract administrator has approved the Contractor's invoice; and (2) the Agency has received and approved all deliverables due during the month covered by the invoice.
- 4) The details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information

d. List three current references along with the operational dates of the project. Provide the name of the customer, address and phone number of Project Manager, agency or organization, who may be contacted as a reference.

e. The state reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract.

Do not enter any cost information in the Technical Proposal.

3. CONTENTS OF COST PROPOSAL

Part of this contract is a contingency fee contract with payments based on actual cost savings and recoveries. Fees for new insurance adds will be based upon a fee schedule that contains separate pricing for an active policy, inactive policy or policy update. Distinct pricing for new adds will also be based on the type of coverage: major medical, pharmacy, dental, Medicare supplement, hospital indemnity and long term care. Fees for actual recoveries will be based on a percentage fee as submitted by Vendor in Appendix B. 1.

The Vendor's Cost Proposal must be submitted in the format shown in RFP Appendix B. Appendix B must be signed by an individual authorized to bind the Vendor. Any cost proposal submitted in any other format may be rejected on that ground alone.

Do not enter any technical information in the Cost Proposal.

Section V. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

In accordance with 45 CFR 74.43, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

From the date this RFP is issued until a Vendor is selected and the selection is announced by the Project Director, all communication must be directed to the Project Director in charge of this solicitation. **Vendors must not communicate with any State staff or officials regarding this procurement with the exception of the Project Director.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

<i>Project Director:</i>	Keith Thompson Director Third Party Division
<i>Address:</i>	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
<i>Telephone Number:</i>	(334) 242-5248
<i>Fax Number:</i>	(334) 353-4740
<i>E-Mail Address:</i>	keith.thompson@medicaid.alabama.gov

C. RFP Documentation

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc, will be posted to the Agency's website at www.medicaid.alabama.gov.

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the State. Each question must be

submitted to the Project Director via email. Questions and answers will be posted on the website daily as shown on the Schedule of Events.

E. Acceptance of Standard Terms and Conditions

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.

F. Adherence to Specifications and Requirements

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the specifications and requirements described in this RFP.

G. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should the State issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

I. Offer in Effect for 90 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 90-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

J. State Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

K. State's Rights Reserved

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;

- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website);
- Not award any contract.

L. Price

Vendors must respond to this RFP by completing the RFP Cover Sheet. Appendix B must also be submitted for the Cost Proposal that is required for services listed in section III.B. – III.H. Separate proposals submitted by the Vendor for any of the additional services described in Section III.I. must include all costs associated with providing each additional service.

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2009-TPL-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the date and time specified in the Schedule of Events.

N. Copies Required

Vendors must submit one original Proposal with original signatures in ink, five original-quality copies, plus one electronic (Word/PDF) copy of the Proposal on CD, jump drive or disc clearly labeled with the Vendor name.

O. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the Agency by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

VI. General Terms and Conditions

A. General

This RFP and Contractor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract and amendments, if any, are subject to approval by the Governor of the State of Alabama.

The contract shall include the following:

1. Executed contract,
2. RFP, and any amendments thereto,
3. Contractor's response to the RFP, and shall be construed in accordance with and in the order of the applicable provisions of:
 - Title XIX of the Social Security Act, as amended and regulations promulgated hereunder by HHS and any other applicable federal statutes and regulations
 - The statutory and case law of the State of Alabama
 - The Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act, as amended
 - The Medicaid Administrative Code
 - Medicaid's written response to prospective Vendor questions

B. Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. Medicaid retains full operational and administrative authority and responsibility over the Alabama Medicaid Program in accordance with the requirements of the federal statutes and regulations as the same may be amended from time to time.

C. Term of Contract

The initial contract term shall be for two years effective when signed by all parties. Medicaid shall have three, one-year options for extending this contract. At the end of the initial contract period or any extension, Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the **same rate** paid by Medicaid for the initial contract term. Medicaid will give the Contractor a 90-day notice when extending the contract.

D. Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the State Plan and of all state and federal laws and regulations applicable to the Alabama Medicaid Program, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affects the operation of the Alabama Medicaid Program or the costs of administering such Program, either party, after written notice and before performance of any related work, may

apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

E. Confidentiality

Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws including 45 CFR §160.101 – 164.534. Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

Contractor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan in accordance with 42 CFR Part 431, Subpart F, as specified in 42 CFR § 434.6(a)(8). Purposes directly related to the Plan administration include:

1. Establishing eligibility;
2. Determining the amount of medical assistance;
3. Providing services for recipients; and
4. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the Plan.

Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), the successful Contractor shall sign and comply with the terms of a Business Associate agreement with the Agency (Attachment A).

F. Security and Release of Information

Contractor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all employees so involved. Contractor shall not release any data or other information relating to the Alabama Medicaid Program without prior written consent of Medicaid. This provision covers both general summary data as well as detailed, specific data. Contractor shall not be entitled to use of Alabama Medicaid Program data in its other business dealings without prior written consent of Medicaid. All requests for program data shall be referred to Medicaid for response by the Commissioner only.

G. Federal Nondisclosure Requirements

Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213

and 7431 and set forth at 26 CFR 301.6103(n).

Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H. Contract a Public Record

Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. Contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of Contractor's refusal to comply with this provision shall constitute a material breach of contract.

I. Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of Medicaid, constitute default by Contractor effective the date of such filing. Contractor shall inform Medicaid in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. Medicaid may, at its option, declare default and notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

J. Termination for Default

Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor defaults in the performance of any of Contractor's material duties and obligations, written notice shall be given to Contractor specifying default. Contractor shall have 10 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Contractor does not cure a default within 10 calendar days, or such additional time allowed by Medicaid, Medicaid may, at its option, notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor.

K. Termination for Unavailability of Funds

Performance by the State of Alabama of any of its obligations under the contract is subject to and contingent upon the availability of state and federal monies lawfully applicable for such purposes. If Medicaid, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, Medicaid shall promptly notify Contractor to that effect, whereupon the obligations of the

parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to Medicaid, State or Federal Government.

L. Termination for Convenience

Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

M. Force Majeure

Contractor shall be excused from performance hereunder for any period Contractor is prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

N. Nondiscriminatory Compliance

Contractor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

O. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

P. Worker's Compensation

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

Q. Employment of State Staff

Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of Medicaid during the previous 12 months, except retired employees or contractual consultants, without the written consent of Medicaid. Certain Medicaid employees may be subject to more

stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

R. Share of Contract

No official or employee of the State of Alabama shall be admitted to any share of the contract or to any benefit that may arise there from.

S. Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

T. Warranties Against Broker's Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission percentage, brokerage, or contingency fee excepting bona fide employees. For breach of this warranty, Medicaid shall have the right to terminate the contract without liability.

U. Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract shall continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

V. Employment Basis

It is expressly understood and agreed that Medicaid enters into this agreement with Contractor and any subcontractor as authorized under the provisions of this contract as an independent Contractor on a purchase of service basis and not on an employer-employee basis and not subject to State Merit System law.

W. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Contractor and the RFP shall be controlled by the provisions of the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner of Medicaid.

The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently with the performance of the contract in accordance with the disputed decision.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

Any litigation brought by Medicaid or Contractor regarding any provision of the contract shall be brought in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdictions of these courts. This provision shall not be deemed an attempt to confer any jurisdiction on these courts which they do not by law have, but is a stipulation and agreement as to forum and venue only.

X. Records Retention and Storage

Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Alabama Medicaid Program for a period of three years from the date of the final payment made by Medicaid to Contractor under the contract. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun but is not completed at the end of the three- year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three year period, the records shall be retained until resolution.

Y. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

Z. Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

AA. Payment

Contractor shall submit to Medicaid a detailed invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are

dependent upon successful completion and acceptance of described work and delivery of required documentation that validates that the work has been performed.

BB. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the Project Director. Any notice to Contractor shall be sufficient when mailed to Contractor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

CC. Disclosure Statement

The successful Vendor shall be required to complete a financial disclosure statement (Attachment D) with the executed contract.

DD. Debarment

Contractor hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

EE. Not to Constitute a Debt of the State

Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

FF. Qualification to do Business in Alabama

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

GG. Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of laws provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

Section VII. Evaluation and Selection Process

INTRODUCTION

Evaluation of any proposals submitted for any additional services described in Section III. I. will be conducted separately and independently from the TPL services described in Section III. B. through III. H. Any proposals that are selected by Medicaid for any additional services will be paid in accordance with the proposal specifications.

A. Initial Classification of Proposals as Responsive or Non-responsive

All proposals will initially be classified as either “responsive” or “non-responsive.” Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the Vendor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

B. Determination of Responsibility

The Project Director will determine whether a Vendor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the vendor’s specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a Vendor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

C. Opportunity for Additional Information

The State reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor’s proposal. Vendors must clearly designate in their proposal a point-of-contact for questions or issues that arise in the State’s review of a Vendor’s proposal.

Section VIII. Evaluation of Technical and Cost Proposals

INTRODUCTION

Evaluation of any proposals submitted for any additional services described in Section III.I will be conducted separately and independently from the TPL services described in Sections III.B – III.H. This section describes the evaluation process for proposals submitted for the TPL services listed in sections III.B – III.H.

The State shall conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this request. As provided by statute, award will be based on the best bid (most advantageous to the State). Cost is important but is not an overriding consideration. The award of a contract to one Vendor does not mean that the other Vendors' proposals lack merit. The State reserves the right to reject any or all proposals.

A. Evaluation Committee

An Evaluation Committee composed of Agency staff will read the proposals, conduct corporate and personal reference checks, score the proposals, and make a written recommendation to the Commissioner of the Alabama Medicaid Agency. The State may change the size or composition of the committee during the review in response to exigent circumstances.

B. SCORING

The Evaluation Committee will score the proposals using the scoring system shown in the table below. The highest score that can be awarded to any proposal is 100 points.

Technical Scoring System

	Technical Evaluation Factor	Highest Possible Score	
Technical Proposal	Understanding of Statement of Work	15	
	Plan to Accomplish RFP	30	
	Experience & Qualifications of the Vendor and its staff	20	
	References	5	

	Subtotal - Technical Proposal	70
Cost Proposal		30
Total Possible Score:		100

C. Evaluation Phases

Phase 1: Evaluation of Technical Proposals

Each member of the Evaluation Committee will read each technical proposal that has been forwarded to the Committee. Each member of the Evaluation Committee will score each technical proposal on each of the technical evaluation factors shown in the table above. To determine the vendor's total technical score, an average score for each factor will be determined from each of the members' scores. Each proposal that receives a total technical score of 45 or greater shall advance to Phase 2 of the evaluation. Proposals that do not attain a total technical score of 45 are ineligible for contract award, regardless of cost.

Phase 2: Review and Scoring of Cost Proposals

The State will review each Cost Proposal for completeness and reasonableness. The State may reject a proposal if the Cost Proposal is incomplete or if it contains significant inconsistencies or inaccuracies. The State will determine low cost by normalizing the scores as follows:

The proposal determined to be most advantageous to the State from a cost perspective will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$30 \times (\text{lowest cost proposal} / \text{cost proposal being evaluated})$$

Phase 3: Determination of Successful Proposal

The Vendor whose proposal is determined to be in the best interest of the State will be recommended as the successful Contractor. The Evaluation Committee will forward this Vendor's name to the Deputy Commissioner, Administrative Services, with documentation to justify the Committee's recommendation.

The Deputy Commissioner, Administrative Services, will review the Committee's recommendation and forward it (with a copy of the Technical and Cost Proposals) to the Commissioner for approval.

When the final approval is received, the State will notify the selected Vendor. If the State rejects all proposals, it will notify all Vendors. The State will post the award on the State website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

D. Oral Presentations & Clarifications

During its evaluation of the competing proposals, the Evaluation Committee may ask the Vendors to make oral presentations to the Committee regarding the contents of their Technical Proposals. These oral presentations will be scheduled and conducted solely for the purpose of clarifying the information in the proposals. The Vendors may not use these presentations to submit new information that was not submitted in the proposals under review.

The Evaluation Committee may contact a Vendor during the evaluation period to obtain clarification regarding the Vendor's proposal.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

It is highly encouraged that the following checklist be used to verify completeness of Proposal content. It is not required to submit this checklist with your proposal.

Vendor Name

Project Director

Review Date

*Proposals for which **ALL** applicable items are marked by the Project Director are determined to be compliant for responsive proposals.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted proposal in an electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes a Technical Proposal that contains, at a minimum, the items listed in the Table on pages 30 and 31. The Proposal includes 3 client references (with all identifying information in specified format and order). The Proposal includes corporate background information. The Proposal includes a detailed description of the vendor's work plan for performing each of the third party services described in the scope of work (Section III).
<input type="checkbox"/>	8. The Proposal includes a Cost Proposal. (Appendix B completed by the Vendor.)

<input type="checkbox"/>	9. The Proposal includes an acknowledgement by the vendor that to receive data from the Fiscal Agent or have connectivity to our MMIS, the vendor will be expected to use one or more of the standard files described in the standards document (Appendix C).

Appendix B: Cost Proposal

Name of RFP: Third Party Liability (TPL) Recoveries and Cost Avoidance

	Description	Multiplier*	Percentage/Rate (to be completed by Vendor)	Extension (to be completed by the State)
	Third Party Liability	A	B	C
1	TPL Recoveries - Fee as a percentage of any recoveries, includes: Casualty, Estate Recovery, Credit Balance Audit, Insurance billings, etc.	\$20,000,000	%	\$
	New policies adds(price per policy):	N/A	N/A	N/A
2	Major Medical - Active TPL Add	18,000	\$	\$
3	Major Medical - Inactive TPL Add	7,000	\$	\$
4	Major Medical – TPL Update	5,000	\$	\$
5	Pharmacy – Active TPL Add	18,000	\$	\$
6	Pharmacy – Inactive TPL Add	7,000	\$	\$
7	Pharmacy – TPL Update	5,000	\$	\$
8	Dental - Active TPL Add	2,000	\$	\$
9	Dental - Inactive TPL Add	500	\$	\$
10	Dental – TPL Update	1,000	\$	\$
11	Medicare Supplement - Active TPL Add	2,000	\$	\$
12	Medicare Supplement - Inactive TPL Add	500	\$	\$
13	Medicare Supplement – TPL Update	1,000	\$	\$
14	Hospital Indemnity - Active TPL Add	2,000	\$	\$
15	Hospital Indemnity - Inactive TPL Add	500	\$	\$
16	Hospital Indemnity – TPL Update	1,000	\$	\$

	Description	Multiplier*	Percentage/Rate (to be completed by Vendor)	Extension (to be completed by the State)
17	Long Term Care – Active TPL Add	1,000	\$	\$
18	Long Term Care – Inactive TPL Add	500	\$	\$
19	Long Term Care – TPL Update	500	\$	\$
	Total Policy Adds/Updates			\$
	Grand Total (Recoveries and Policy Adds/Updates)			\$
* Multipliers are for RFP evaluation purposes only and shall not be interpreted as an estimate of actual volume.				

Signature

Title

Date Signed

Instructions

1. The State will calculate and determine the Grand Total for all Third Party Liability costs. Calculation will be performed as follows:

(A) (B) = C, with all the “C” extensions summed to acquire the Grand Total of all Third Party Liability

2. The Third Party Liability Total for each proposal will then be normalized as follows:

The Cost proposal with the lowest Total will receive a score of 30. Other proposals will be assigned a portion of the maximum score using the formula:

$$30 \times (\text{lowest cost proposal} / \text{cost proposal being evaluated}).$$

Appendix C: Alabama interchange Interface Standards Document



Let's get to work!

Alabama interChange Project

Alabama interChange Interface Standards Document

06/23/2009

Alabama Medicaid Agency
501 Dexter Avenue
Montgomery, Alabama 36104

EDS
US Government Solutions
301 Technacenter Drive
Montgomery, Alabama 36117

June 23,
2009

Document Information Page

Required Information	Definition
Document:	Alabama interChange Interface Standards Document
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NOTE:

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Amendment History

Summary of Change

Document Version Number	Revision Date	Revision Page Number(s)	Reason for Revisions	Revisions Completed By

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1. INTRODUCTION

An outside entity (Contractor), or a provider vendor called a Value Added Network (VAN), may require access to the Alabama Medicaid Computer Network. When approved by the Alabama Medicaid Agency, this connection would allow access to some or all of the following services:

- Alabama Medicaid Management System (AMMIS)
- Decision Support System (DSS)
- Feith Document Database (FDD)
- Interactive Eligibility
- Interactive Pharmacy Transaction Processing

The methods described herein are the preferred methods and file layouts of EDS and approved by the Alabama Medicaid Agency.

1.1 SERVICES

AMMIS and FDD information is viewed and/or updated through a thin client interface displayed in a browser window. AMMIS is compatible with Microsoft's Internet Explorer v 6.0.

FDD is compatible with Microsoft's Internet Explorer 6.0 or 7.0.

DSS has both a thin client and a fat client interface. The Contractor should discuss with the DSS team to determine which interface is best suited for the Contractor's business requirements.

Interactive Eligibility is done through the real time exchange of HIPPA compliant, X12 formatted 270/271 files. Alabama Medicaid Companion Guides are available on the Alabama Medicaid website at: <http://www.medicaid.state.al.us/> in the Billing section.

Interactive Pharmacy Transaction Processing is done through the real time exchange of NCPDP version 5.1 files. Alabama Medicaid Companion Guides are available on the Alabama Medicaid website at: <http://www.medicaid.state.al.us/> in the Billing section.

Connectivity to any of these services is at the approval of the Alabama Medicaid Agency. Access is available through a site to site Virtual Private Network (VPN) tunnel. See Section 2 for detailed information.

1.2 FILE EXCHANGE METHOD

The method for file exchange is Secure File Transfer Protocol (SFTP). SFTP is an encrypted method of file exchange. See Section 3 for detailed information concerning SFTP with Alabama Medicaid.

1.3 FILE LAYOUT

Common files available for exchange via SFTP are in the subsystem areas of Recipient, Provider, and Claims. Section 4 of this document provides details concerning the file layouts for these areas.

2. NETWORK ACCESS

Access to the Alabama Medicaid Computer Network is provided through a site to site VPN tunnel. The data center housing the Alabama Medicaid Computer Network contains redundant public Internet Service Providers (ISPs) and redundant VPN hardware to provide high reliability. Traffic is exchanged through the site to site VPN tunnel using the Triple Data Encryption Algorithm (3DES) process of encryption. The Agency Contractor or VAN is required to provide a suitably sized ISP and VPN hardware to support the contractor's network.

2.1 AGENCY CONTRACTORS

At the request of the Alabama Medicaid Agency, EDS will establish the VPN tunnel with an Agency Contractor. The Contractor will need to complete the Site To Site VPN Technical Specifications document furnished by EDS to provide the necessary technical information for the establishment of the tunnel. Using the information from this document, EDS will provide to the contractor an encryption key and IP addresses for the necessary environments. For security purposes the encryption key is provided via a telephone call directly with the Contractor and EDS.

EDS will bill the Alabama Medicaid Agency for setup fees and quarterly charges for the Contractor's VPN tunnel. It is at the State of Alabama's prerogative how these costs are to be recovered from the Contractor. The Alabama Medicaid Agency should contact the EDS Electronic Data Interface (EDI) coordinator to begin this process.

2.2 VALUE ADDED NETWORK (VAN)

A Value Added Network is a company providing services to Alabama Medicaid providers through interactive eligibility, interactive pharmacy transactions, or both of these interactive services. Interactive transactions are performed on a real-time basis across a site to site VPN tunnel. EDS assigns one unique port number to each VAN for eligibility and another for pharmacy. Upon request, EDS will provide the VAN with the following documents.

- Alabama Medicaid Data Switch Agreement
- EDS VPN Billing Agreement
- Site To Site VPN Technical Specifications
- Transaction Volume Expected

Using the information from this document, EDS will provide to the VAN an encryption key, trading partner ID, and IP addresses for the necessary environments. For security purposes the encryption key is provided via a telephone call directly with the Contractor and EDS. The setup fee and quarterly charges for the VPN tunnel are detailed in the EDS VPN Billing Agreement. EDS bills the VAN direct. The Alabama Medicaid Agency or the VAN should contact the EDS EDI coordinator to begin this process.

3. FILE EXCHANGE

Agency Contractors wishing to exchange files with Alabama Medicaid may do so using a SSH File Transfer Protocol (SFTP) method only. No other FTP process is allowed. SFTP is an encrypted, point to point transfer methodology.

It is preferred to push outbound files from Alabama Medicaid to the Contractors SFTP server and to receive inbound files as a push from the Contractor to the Alabama Medicaid SFTP server. An inbound folder will be dedicated to receiving the files from the Contractor.

At the request of the Agency, EDS will establish and exchange SFTP encryption keys and folder information with the Contractor. The Agency should contact the EDS EDI Coordinator to begin this process.

4.FILE LAYOUT

Daily Recipient Extract file:

Field Name	Attributes	Description
CURRENT-PCN	12 Character	Indicates recipient's current ID.
FILLER	8 Character	For future use.
PAST-PCN	12 Character	Indicates recipient's past ID.
FILLER	8 Character	For future use.
LNAME	20 Character	Indicates recipient's last name.
FNAME	15 Character	Indicates recipient's first name.
MIDDLE-NAME	15 Character	Indicates recipient's middle initial.
SUFFIX	4 Character	Indicates recipient's title.
LTC-PROVIDER-ID	9 Character	Displays LTC provider ID
FILLER	1 Character	For future use.
LTC-PROVIDER-NPI	10 Numeric	Displays LTC Provider's NPI.
LTC-B-DATE	8 Numeric	Displays long term care beginning date.
LTC-E-DATE	8 Numeric	Displays long term care ending date.
MC-PLAN-NAME	10 Character	Displays either "PT1ST" or "MDADV" depending upon which managed care program the recipient is enrolled in.
MC-STATUS	1 Character	Displays managed care status.
MC-B-DATE	8 Numeric	Displays managed care beginning date.
MC-E-DATE	8 Numeric	Displays managed care ending date.
LOCKIN-INDICATOR	1 Character	Indicates Lockin indicator.
FILLER	2 Character	For future use.
EPSDT-PROVIDER-ID	9 Numeric	Indicates EPSDT provider.
FILLER	1 Character	For future use.
EPSDT-PROVIDER-NPI	10 Numeric	Indicates EPSDT Provider NPI.
EPSDT-DATE	9 Numeric	Indicates EPSDT date.
GOOD-CAUSE-IND	1 Character	The Good Cause Indicator is used to alert the system to not provide sensitive information to the Payee associated with the recipient.
DISPLAY-RECIP-ID	12 Character	Displays ID generated for Recipient.
FILLER	40 Character	For future use.

Monthly Recipient Extract file:

Field Name	Attributes	Description
RC-E-BASE-CURRENT-ID	12 Character	Displays the recipient current ID number.
RC-E-BASE-CURR-ID-FILLER	7 Character	For future use.
RC-E-BASE-CURR-CHK-DIG	1 Numeric	Indicates the check digit for the current Medicaid number.
RC-BASE-SSN	9 Numeric	The SSN field indicates a recipient's social security number.
RC-E-BASE-MEDICARE-ID	12 Character	The MEDICARE ID field identifies the recipient's health insurance claim number assigned by Medicare.
RC-E-PREV-KEY	12 Character	The base field identifies the recipient's original ID number.
RC-E-PREV-KEY-FILLER	7 Character	For future use.
RC-E-BASE-PAYEE-ID	12 Character	Indicates the current Medicaid number of the payee.
RC-E-BASE-PAYEE-ID-FILLER	8 Character	For future use.
FILLER	7 Character	For future use.
RC-E-BASE-NAME-LAST	20 Character	The name field displays last name of recipient.
RC-E-BASE-NAME-FIRST	15 Character	Indicates the first name of recipient.
RC-E-BASE-NAME-MI	15 Character	Indicates the middle initial of recipient.
RC-E-BASE-NAME-SUFFIX	4 Character	Indicates the title of recipient.
RC-E-BASE-ADDR-ONE	35 Character	Indicates the recipient's address, line #1.
RC-E-BASE-ADDR-TWO	35 Character	Indicates the recipient's address, line #2.
RC-E-BASE-ADDR-CITY	25 Character	Indicates city of recipient's address.
RC-E-BASE-ADDR-STATE	2 Character	Indicates state of recipient's address.
RC-E-BASE-ADDR-ZIP	9 Numeric	The ZIP field indicates ZIP code of recipient's address.
FILLER-ADDR	5 Character	For future use.
FILLER	26 Character	For future use.
RC-E-BASE-BIRTH-DATE	8 Numeric	Indicates the recipient's date of birth.
RC-E-BASE-DEATH-DATE	8 Numeric	Indicates the recipient's date of death.
RC-E-BASE-DEATH-DATE-LCHNG	6 Numeric	Indicates the last date the recipient's date of death was changed.
RC-E-BASE-VERIF-DEATH-DATE	8 Numeric	Indicates the verified date of death.

Field Name	Attributes	Description
RC-E-BASE-STATE-RACE	1 Character	Indicates the race code of the recipient.
RC-E-BASE-SEX	1 Character	The sex field identifies the sex of the recipient.
RC-E-BASE-GROSS-UNEARN-INC	7 Numeric	Indicates the gross unearned income of the recipient.
RC-E-BASE-LTC-LIAB-AMT	7 Numeric	Indicates the long term care liability amount.
RC-E-BASE-LTC-LIAB-FROM-DATE	6 Numeric	Indicates the LTC-liability from date.
RC-E-BASE-LTC-LIAB-TO-DATE	6 Numeric	Indicates the LTC-liability to date.
FILLER	2 Character	For future use.
RC-E-GOOD-CAUSE-IND	1 Character	The GOOD CAUSE INDicator is used to alert the system to not provide sensitive information to the Payee associated with the recipient.
RC-E-BASE-LOCKIN-FILE	1 Character	Indicates if the recipient has lockin.
RE-E-BASE-RR-IND	1 Character	Indicates if the recipient has railroad insurance.
FILLER	6 Character	For future use.
RC-E-BASE-CURR-COUNTY	2 Character	Displays the current county of the recipient.
RC-E-BASE-CURR-AID-CAT	2 Character	Displays the current aid cat of the recipient.
RC-E-BASE-CURR-DEPRIVATION-CD	2 Character	Indicates the deprivation code.
RC-E-BASE-CURR-DC-TRACKING-CD	2 Character	Identifies the current district council tracking code.
RC-E-BASE-DO-PGM-CD	2 Character	Identifies the district office program code.
RC-E-BASE-STAT-IND	1 Character	The stat field identifies the status of the recipient. See tables manual for valid codes.
RC-E-BASE-ADULT-CHILD-IND	1 Character	Identifies the adult-child indicator.
RC-E-BASE-CERTIFYING-PRGM	1 Character	Identifies the certifying program.
RC-E-BASE-PREV-CERT-PRGM	1 Character	Identifies the previous certification program.
RC-E-BASE-CHIP-IND	1 Character	Indicates the CHIP indicator.
FILLER	9 Character	For future use.
RC-E-BASE-DISASTER-SVR-IND	2 Character	Indicates disaster survivors who have temporary Medicaid eligibility.
RC-E-BASE-PCCM-EXEMPT-IND	2 Character	Indicates the PCCM exempt indicator.
RC-E-BASE-MTNY-WVR-IND	1 Character	Indicates the Maternity Care indicator.
RC-E-BASE-MTNY-WVR-BEG-DT	8 Numeric	Indicates the Maternity Care begin date.

Field Name	Attributes	Description
RC-E-BASE-MTNY-WVR-END-DT	8 Numeric	Indicates the Maternity Care end date.
RC-E-BASE-PLASTIC-CARD-IND	1 Character	Indicates plastic card.
RC-E-BASE-PLASTIC-CARD-CNT	3 Numeric	Indicates the number of this plastic card.
RC-E-BASE-PLASTIC-CARD-RSN	1 Character	Indicates the reason for the plastic card.
RC-E-BASE-PLASTIC-CARD-ISSDT	8 Numeric	Indicates the date plastic card was issued.
FILLER	7 Character	For future use.
FILLER	20 Character	For future use.
RC-LTC-LIAB-TRLR-CNT	3 Numeric	Indicates number of LTC income segments.
RC-E-RETRO-TRLR-CNT	3 Numeric	Indicates number of retro segments.
E-BASE-ELIG		Displays the BASE-ELIG The next 5 E-BASE-ELIG fields occur 36 times as a group.
RC-E-BASE-ELIG-BEGIN-DATE	8 Numeric	Indicates the eligibility begin date.
RC-E-BASE-ELIG-END-DATE	8 Numeric	Indicates the eligibility end date.
FILLER	1 Character	For future use.
RC-E-BASE-ELIG-STATE-CAT	2 Character	Identifies the state category.
FILLER	10 Character	For future use.
RC-LTC-PROVIDER-ID	9 Character	Identifies the LTC provider ID.
FILLER	1 Character	For future use.
RC-LTC-PROV-NPI	10 Numeric	Identifies the LTC provider NPI.
RC-LTC-B-DATE	8 Numeric	Identifies the begin date of the LTC segment.
RC-LTC-E-DATE	8 Numeric	Identifies the end date of the LTC segment.
RC-MC-PLAN-NAME	10 Character	Identifies the managed care plan name.
RC-MC-STATUS	1 Character	Identifies the managed care status.
RC-MC-B-DATE	8 Numeric	Identifies the begin date of the managed care segment.
RC-MC-E-DATE	8 Numeric	Identifies the end date of the managed care segment.
RC-EPSDT-PROVIDER-ID	9 Character	Identifies the EPSDT provider.
FILLER	1 Character	For future use.
RC-EPSDT-PROV-NPI	10 Numeric	Identifies the EPSDT NPI.

Field Name	Attributes	Description
RC-EPSDT-DATE	9 Numeric	Identifies the EPSDT date.
LTC-LIAB		Displays the LTC LIAB The next 3 LTC-LIAB fields occur 36 times as a group.
RC-LTC-LIAB-BEGIN-DATE	6 Numeric	Identifies LTC begin date.
RC-LTC-LIAB-END-DATE	6 Numeric	Identifies LTC end date.
RC-LTC-LIAB-AMT	7 Numeric	Identifies LTC income amount.
E-RETRO-TBL		Displays the RETRO TBL The next 4 E-RETRO-TBL fields occur 30 times as a group.
RC-E-RETRO-TBL-BEGIN-DATE	6 Numeric	Indicates retro segment begin date. Format is CCYYMM.
RC-E-RETRO-TBL-END-DATE	6 Numeric	Indicates retro segment end date. Format is CCYYMM.
RC-E-RETRO-TBL-AID-CATEGORY	2 Character	Indicates retro aid category.
RC-E-RETRO-TBL-ISSUE-DATE	8 Numeric	Indicates retro issue date. Format is CCYYMMDD.
RC-E-DISPLAY-RECIP-ID	12 Character	The RECIP ID field will be used to display on public documents instead of recipient SSN.

Monthly Provider Extract file:

Field Name	Attributes	Description
Internal Key	9 Numeric	interChange internal key for the provider record
MCD Id	15 Character	Medicaid Provider Id
NPI	10 Character	National Provider Identifier
Status Code	1 Character	Code indicating the current status of the provider.
Provider Begin Date	8 Numeric	Provider's effective date.
Provider End Date	8 Numeric	Provider's end date.
SSAN	9 Character	Social Security Account Number (SSN)
Tax ID Number	9 Character	The number assigned to an employer by the Internal Revenue Service for tax reporting purposes. (FEIN number).
Provider Type	2 Character	Identifies what type of practice the Provider has.
Name	50 Character	Name of the Provider as used on official state records.
Name Type	1 Character	Type of name in the name field. B for Business, P for Person.
Name Title	15 Character	Degree, such as DDS.
Service Street-1	30 Character	The street address of the Provider's physical address.
Service Street-2	30 Character	Additional street address information (if applicable).
Service City	30 Character	City of the Provider's physical address.
Service State	2 Character	State of the Provider's physical address.
Service ZIP-Code	5 Character	Five-byte zip code of the Provider's physical address.
Service ZIP-Extension	4 Character	Four-byte zip code extension of the Provider's physical address.
Service County	10 Character	County where the Provider resides.
Service Phone	10 Character	Phone number for the Provider's physical address.
Service FAX	10 Character	Fax number for the Provider's physical address.
DEA License Number	9 Character	Drug Enforcement Agency number assigned to a facility which allows them to dispense drugs.
DEA End Date	8 Numeric	Expiration date or end date of the DEA number.
Board License Number	10 Character	Number assigned to a Provider which indicates whether or not the provider is licensed to practice.
Board License End Date	8 Numeric	Expiration date or end date of the Board License

Field Name	Attributes	Description
		Number.
License Street-1	30 Character	Street address 1 as it appears on the Provider's License.
License Street-2	30 Character	Street address 1 as it appears on the Provider's License.
License City	23 Character	City as it appears on the Provider's License.
License State	2 Character	State as it appears on the Provider's License.
License ZIP-Code	5 Character	Zip code as it appears on the Provider's License.
License ZIP-Extension	4 Character	Zip Extension as it appears on the Provider's License.
Occurs 10 times		
Specialty Code	3 Character	Three digit code used to identify the type of practice that the Provider specializes in.
Specialty Begin Date	8 Numeric	Effective date of the Provider specialty
Specialty End Date	8 Numeric	End date of the Provider specialty
Specialty Count	2 Numeric	The number of occurrences of the Specialty Code data

Monthly Claims Extract file:

Individual Form-Type Layouts

Institutional Claim Header Record

Institutional Header	Field Format	Column
Identification Fields	Attributes	Description
ICN	13 Character	1
RCD-TYPE	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
General Fields		
DTL-CNT	3 Integer	17
PLAN-CODE	3 Character	20
HDR-FDOS	8 Character	23
HDR-TDOS	8 Character	31
HDR-DIAG-COUNT	2 Integer	39
HDR-DIAG	7 Character (10 Occurrences)	41
ENTRY-CLERK	8 Character	111
HDR-PA-NBR	10 Character	119
PAT-CTL-NBR	38 Character	129
MED-RCD-NBR	30 Character	167
Recipient Fields		
BENE-MID	12 Character	197
BENE-MID-CHK-DIG	1 Character	209
K-BENE-LNAME	60 Character	210
K-BENE-FI	35 Character	270
E-BENE-MI	1 Character	305
BENE-CNTY	10 Character	306
BENE-DOB-EXPANDED	8 Character	316
BENE-AGE	3 Integer	324
BENE-SEX	1 Character	327
BENE-HIC	12 Character	328
BENE-STATE-RACE	2 Character	340
BENE-INP-RETRO-ELIG-IND	1 Character	342
HDR-BENE-STATE-AID-CAT	2 Character	343
Provider Fields		
HDR-REF-PROV-NBR	15 Character	345
ATND-PROV-NBR	15 Character	360
SURG-PROV-NBR	15 Character	375
UNIQ-PROV-NBR	15 Character	390
BILL-PROV-NBR	15 Character	405
BILL-PROV-CNTY	10 Character	420
BILL-PROV-LOC	1 Character	430
BILL-PROV-TYPE	2 Character	431
BILL-PROV-SPEC-COUNT	2 Integer	433
BILL-PROV-SPEC	3 Character (5 Occurrences)	435

Institutional Header	Field Format	Column
Financial Fields		
FINAL-STATUS-DATE	8 Character	450
HDR-TOT-BILL	10.2 Float	458
HDR-ALLOW-AMT	11.2 Float	468
HDR-PAID-AMT	11.2 Float	479
HDR-TPL-AMT	10.2 Float	490
HDR-PAT-LIAB-AMT	10.2 Float	500
HDR-PA-AMT-USED	10.2 Float	510
HDR-PA-UNITS-USED	16.3 Float	520
Indicator Fields		
HDR-EMERG-IND	1 Character	536
SERV-AUTH-EXCEPT-CODE	30 Character	537
PAT-STAT-IND	2 Character	567
CLM-STAT-IND	1 Character	569
ACDT-IND1	3 Character	570
ACDT-IND2	3 Character	573
ACDT-IND3	3 Character	576
HDR-PA-IND	1 Character	579
LIFETIME-IND	1 Character	580
HDR-FP-IND	1 Character	581
COPAY-IND	1 Character	582
ENC-IND - District Plan	1 Character	583
BUYIN-IND	1 Character	584
MW-EXEMPT-IND	1 Character	585
HDR-MAN-REFL-IND	1 Character	586
Adjustment Fields		
OHDR-ICN	13 Character	587
OHDR-PAYDATE	8 Character	600
OHDR-PAID-AMT	11.2 Float	608
OHDR-ENC-PAID-AMT - Original District Plan	11.2 Float	619
EOB Fields		
HDR-EOB-COUNT	2 Integer	630
HDR-EOB Fields	(5 Occurrences)	632
HDR-EOB	4 Character	
HDR-EOB-CUT-AMT	10.2 Float	
Error Fields		
HDR-ERR-COUNT	2 Integer	702
HDR-ERR Fields	(5 Occurrences)	704
HDR-ERR-FLAG	1 Character	
HDR-ERR-NBR	4 Character	
TPL Fields		
TPL-IN-IND	1 Character	729
TPL-OUT-IND	1 Character	730
HDR-TPL-ADJUD-DATE	8 Character	731
Claim Type Specific Fields		
MediCare Fields		
MCARE-ICN	30 Character	739
MCARE-TOT-BILL	10.2 Float	769

MCARE-COINS	10.2 Float	779
MCARE-ALLOW-AMT	11.2 Float	789
MCARE-REG-DED	10.2 Float	800
MCARE-PAID	11.2 Float	810
MCARE-PAY-DATE	8 Character	821
MCARE-COINS-DAYS	7.2 Float	829
MCARE-LIFE-RSV-DAYS	7.2 Float	836
MCARE-BLOOD-DEDUCTIBLE	9.2 Float	843
General Fields		
DELAY-RSN-CODE	2 Character	852
HDR-INV-CAT	3 Character	854
HDR-NON-COV-CHG	11.2 Float	857
HDR-NONCOV-DAYS	4 Integer	868
HDR-COV-DAYS	4 Integer	872
HDR-LOS	5 Integer	876
HDR-LOA-DAYS	4 Integer	881
ADMIT-TYPE-IND	1 Character	885
ADMIT-DIAG	7 Character	886
ADMIT-DATE	8 Character	893
ADMIT-HR	4 Character	901
DISCH-DATE	8 Character	905
DISCH-HR	4 Character	913
HDR-OCCUR-COUNT	2 Integer	917
HDR-OCCUR-CODES	2 Character (5 Occurrences)	919
HDR-OCCUR-DATE	8 Character (5 Occurrences)	
HDR-COND-COUNT	2 Integer	969
HDR-COND-CODES	2 Character (5 Occurrences)	971
HDR-SURG-COUNT	2 Integer	981
HDR-SURG-CODE	5 Character (5 Occurrences)	983
HDR-SURG-DATE	8 Character (5 Occurrences)	
HDR-TYPE-BILL	3 Character	1048
PROV-DISPRO-SHR-IND	1 Character	1051
END OF RECORD MARK	\n (Carriage Control, Line feed)	1052

Institutional Claim Detail Record

Institutional Detail	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-ID	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
DTL-NBR	3 Character	17
General Fields		
DTL-FDOS	8 Character	20
DTL-TDOS	8 Character	28
FILLER	15 Character	36
FILLER	15 Character	51
FILLER	2 Integer	66
FILLER	8 Character (8 Occurrences)	68
DTL-UNITS	16.3 Float	132
DTL-PCODE	6 Character	148
DTL-REV-CODE	4 Character	154
DTL-MOD-COUNT	2 Integer	158
DTL-MOD	2 Character (4 Occurrences)	160
Recipient Fields		
DTL-B-STATE-AID-CAT	2 Character	168
DTL-BENE-CNTY	2 Character	170
DTL-BENE-AGE	3 Integer	172
Financial Fields		
DTL-PA-AMT-USED	10.2 Float	175
DTL-PA-UNITS-USED	16.3 Float	185
DTL-TOT-BILL	10.2 Float	201
DTL-ALLOW-AMT	10.2 Float	211
DTL-PAID-AMT	10.2 Float	221
DTL-PAC	6 Character	231
DTL-COPAY-AMT	8.2 Float	237
DTL-INV-CAT	3 Character	245
Indicator Fields		
CLM-STAT-IND	1 Character	248
DTL-STAT-IND	1 Character	249
DTL-FP-IND	1 Character	250
DTL-COPAY-IND	1 Character	251
EOB Fields		
DTL-EOB-COUNT	2 Integer	252
DTL-EOB Fields	(5 Occurrences)	254
DTL-EOB	4 Character	
DTL-EOB-CUT-AMT	10.2 Float	
Error Fields		
DTL-ERR-COUNT	2 Integer	324
DTL-ERR Fields	(5 Occurrences)	326
DTL-ERR-FLAG	1 Character	
DTL-ERR-NBR	4 Character	
TPL Fields		
DTL-TPL-ADJUD-DATE	8 Character	351

Claim Type Specific Fields		
Institutional Detail	Field Format	Column
General Fields		
DTL-COV-DAYS	7.2 Float	359
DTL-NONCOV-DAYS	7.2 Float	366
DTL-NON-COV-CHG	10.2 Float	373
HDR-TYPE-BILL	3 Character	383
ODTL-ICN	13 Character	386
ODTL-PAYDATE	8 Character	399
ODTL-PAID-AMT	11.2 Float	407
ODTL-ENC-PAID-AMT	11.2 Float	418
DTL-BENE_MID	12 Characters	429
END OF RECORD MARK	\n (Carriage Control, Line feed)	441

Dental Claim Header Record

Dental Header	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-TYPE	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
General Fields		
DTL-CNT	3 Integer	17
PLAN-CODE	3 Character	20
HDR-FDOS	8 Character	23
HDR-TDOS	8 Character	31
HDR-DIAG-COUNT	2 Integer	39
HDR-DIAG	7 Character-10 Occurrences	41
ENTRY-CLERK	8 Character	111
HDR-PA-NBR	10 Character	119
PAT-CTL-NBR	38 Character	129
FILLER	30 Character	167
Recipient Fields		
BENE-MID	12 Character	197
BENE-MID-CHK-DIG	1 Character	209
K-BENE-LNAME	60 Character	210
K-BENE-FI	35 Character	270
E-BENE-MI	1 Character	305
BENE-CNTY	10 Character	306
BENE-DOB-EXPANDED	8 Character	316
BENE-AGE	3 Integer	324
BENE-SEX	1 Character	327
BENE-HIC	12 Character	328
BENE-STATE-RACE	2 Character	340
BENE-INP-RETRO-ELIG-IND	1 Character	342
HDR-BENE-STATE-AID-CAT	2 Character	343
Provider Fields		
HDR-REF-PROV-NBR	15 Character	345
FILLER	15 Character	360
FILLER	15 Character	375
UNIQ-PROV-NBR	15 Character	390
BILL-PROV-NBR	15 Character	405
BILL-PROV-CNTY	10 Character	420
BILL-PROV-LOC	1 Character	430
BILL-PROV-TYPE	2 Character	431
BILL-PROV-SPEC-COUNT	2 Integer	433
BILL-PROV-SPEC	3 Character -5 Occurrences	435
Financial Fields		
FINAL-STATUS-DATE	8 Character	450
HDR-TOT-BILL	10.2 Float	458
HDR-ALLOW-AMT	11.2 Float	468
HDR-PAID-AMT	11.2 Float	479
HDR-TPL-AMT	10.2 Float	490
HDR-PAT-LIAB-AMT	10.2 Float	500
HDR-PA-AMT-USED	10.2 Float	510
HDR-PA-UNITS-USED	16.3 Float	520

Dental Header	Field Format	Column
Indicator Fields		
HDR-EMERG-IND	1 Character	536
SERV-AUTH-EXCEPT-CODE	30 Character	537
FILLER	2 Character	567
CLM-STAT-IND	1 Character	569
ACDT-IND1	3 Character	570
ACDT-IND2	3 Character	573
ACDT-IND3	3 Character	576
HDR-PA-IND	1 Character	579
LIFETIME-IND	1 Character	580
HDR-FP-IND	1 Character	581
COPAY-IND	1 Character	582
ENC-IND - District Plan	1 Character	583
BUYIN-IND	1 Character	584
MW-EXEMPT-IND	1 Character	585
HDR-MAN-REFL-IND	1 Character	586
Adjustment Fields		
OHDR-ICN	13 Character	587
OHDR-PAYDATE	8 Character	600
OHDR-PAID-AMT	11.2 Float	608
OHDR-ENC-PAID-AMT - Original District Plan	11.2 Float	619
EOB Fields		
HDR-EOB-COUNT	2 Integer	630
HDR-EOB Fields	(5 Occurrences)	632
HDR-EOB	4 Character	
HDR-EOB-CUT-AMT	10.2 Float	
Error Fields		
HDR-ERR-COUNT	2 Integer	702
HDR-ERR Fields	(5 Occurrences)	704
HDR-ERR-FLAG	1 Character	
HDR-ERR-NBR	4 Character	
TPL Fields		
TPL-IN-IND	1 Character	729
TPL-OUT-IND	1 Character	730
HDR-TPL-ADJUD-DATE	8 Character	731
Claim Type Specific Fields		
None		
END OF RECORD MARK	\n (Carriage Control, Line feed)	739

Dental Claim Detail Record

Dental Detail	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-ID	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
DTL-NBR	3 Character	17
General Fields		
DTL-FDOS	8 Character	20
DTL-TDOS	8 Character	28
DTL-PREF-PROV-NBR	15 Character	36
DTL-PREF-PROV-NPI-NBR	15 Character	51
DTL-DIAG-PTR-COUNT	2 Integer	66
DTL-DIAG-PTR	8 Character (8 Occurrences)	68
DTL-UNITS	16.3 Float	132
DTL-PCODE	6 Character	148
FILLER	4 Character	154
DTL-MOD-COUNT	2 Integer	158
DTL-MOD	2 Character (4 Occurrences)	160
Recipient Fields		
DTL-B-STATE-AID-CAT	2 Character	168
DTL-BENE-CNTY	2 Character	170
DTL-BENE-AGE	3 Integer	172
Financial Fields		
DTL-PA-AMT-USED	10.2 Float	175
DTL-PA-UNITS-USED	16.3 Float	185
DTL-TOT-BILL	10.2 Float	201
DTL-ALLOW-AMT	10.2 Float	211
DTL-PAID-AMT	10.2 Float	221
DTL-PAC	6 Character	231
DTL-COPAY-AMT	8.2 Float	237
DTL-INV-CAT	3 Character	245
Indicator Fields		
CLM-STAT-IND	1 Character	248
DTL-STAT-IND	1 Character	249
DTL-FP-IND	1 Character	250
DTL-COPAY-IND	1 Character	251
EOB Fields		
DTL-EOB-COUNT	2 Integer	252
DTL-EOB Fields	(5 Occurrences)	254
DTL-EOB	4 Character	
DTL-EOB-CUT-AMT	10.2 Float	
Error Fields		
DTL-ERR-COUNT	2 Integer	324
DTL-ERR Fields	(5 Occurrences)	326
DTL-ERR-FLAG	1 Character	
DTL-ERR-NBR	4 Character	
TPL Fields		
DTL-TPL-ADJUD-DATE	8 Character	351

Claim Type Specific Fields		
Dental Detail	Field Format	Column
General Fields		
DTL-POS	2 Character	359
DTL-TOOTH-NBR	2 Character	361
DTL-SURF1	1 Character	363
DTL-SURF2	1 Character	364
DTL-SURF3	1 Character	365
DTL-SURF4	1 Character	366
DTL-SURF5	1 Character	367
ORAL-CAVITY-CODE-1	3 Character	368
ORAL-CAVITY-CODE-2	3 Character	371
ORAL-CAVITY-CODE-3	3 Character	374
ORAL-CAVITY-CODE-4	3 Character	377
ORAL-CAVITY-CODE-5	3 Character	380
ODTL-ICN	13 Character	383
ODTL-PAYDATE	8 Character	396
ODTL-PAID-AMT	11.2 Float	404
ODTL-ENC-PAID-AMT	11.2 Float	415
DTL-BENE_MID	12 Characters	426
END OF RECORD MARK	\n (Carriage Control, Line feed)	438

Physician Claim Header Record

Physician Header	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-TYPE	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
General Fields		
DTL-CNT	3 Integer	17
PLAN-CODE	3 Character	20
HDR-FDOS	8 Character	23
HDR-TDOS	8 Character	31
HDR-DIAG-COUNT	2 Integer	39
HDR-DIAG	7 Character (10 Occurrences)	41
ENTRY-CLERK	8 Character	111
HDR-PA-NBR	10 Character	119
PAT-CTL-NBR	38 Character	129
MED-RCD-NBR	30 Character	167
Recipient Fields		
BENE-MID	12 Character	197
BENE-MID-CHK-DIG	1 Character	209
K-BENE-LNAME	60 Character	210
K-BENE-FI	35 Character	270
E-BENE-MI	1 Character	305
BENE-CNTY	10 Character	306
BENE-DOB-EXPANDED	8 Character	316
BENE-AGE	3 Integer	324
BENE-SEX	1 Character	327
BENE-HIC	12 Character	328
BENE-STATE-RACE	2 Character	340
BENE-INP-RETRO-ELIG-IND	1 Character	342
HDR-BENE-STATE-AID-CAT	2 Character	343
Provider Fields		
HDR-REF-PROV-NBR	15 Character	345
FILLER	15 Character	360
FILLER	15 Character	375
UNIQ-PROV-NBR	15 Character	390
BILL-PROV-NBR	15 Character	405
BILL-PROV-CNTY	10 Character	420
BILL-PROV-LOC	1 Character	430
BILL-PROV-TYPE	2 Character	431
BILL-PROV-SPEC-COUNT	2 Integer	433
BILL-PROV-SPEC	3 Character (5 Occurrences)	435
Financial Fields		
FINAL-STATUS-DATE	8 Character	450
HDR-TOT-BILL	10.2 Float	458
HDR-ALLOW-AMT	11.2 Float	468
HDR-PAID-AMT	11.2 Float	479
HDR-TPL-AMT	10.2 Float	490
HDR-PAT-LIAB-AMT	10.2 Float	500

HDR-PA-AMT-USED	10.2 Float	510
HDR-PA-UNITS-USED	16.3 Float	520

Physician Header	Field Format	Column
Indicator Fields		
HDR-EMERG-IND	1 Character	536
SERV-AUTH-EXCEPT-CODE	30 Character	537
FILLER	2 Character	567
CLM-STAT-IND	1 Character	569
ACDT-IND1	3 Character	570
ACDT-IND2	3 Character	573
ACDT-IND3	3 Character	576
HDR-PA-IND	1 Character	579
LIFETIME-IND	1 Character	580
HDR-FP-IND	1 Character	581
COPAY-IND	1 Character	582
ENC-IND - District Plan	1 Character	583
BUYIN-IND	1 Character	584
MW-EXEMPT-IND	1 Character	585
HDR-MAN-REFL-IND	1 Character	586
Adjustment Fields		
OHDR-ICN	13 Character	587
OHDR-PAYDATE	8 Character	600
OHDR-PAID-AMT	11.2 Float	608
OHDR-ENC-PAID-AMT - Original District Plan	11.2 Float	619
EOB Fields		
HDR-EOB-COUNT	2 Integer	630
HDR-EOB Fields	(5 Occurrences)	632
HDR-EOB	4 Character	
HDR-EOB-CUT-AMT	10.2 Float	
Error Fields		
HDR-ERR-COUNT	2 Integer	702
HDR-ERR Fields	(5 Occurrences)	704
HDR-ERR-FLAG	1 Character	
HDR-ERR-NBR	4 Character	
TPL Fields		
TPL-IN-IND	1 Character	729
TPL-OUT-IND	1 Character	730
HDR-TPL-ADJUD-DATE	8 Character	731

Claim Type Specific Fields		
Physician Header	Field Format	Column
MediCare Fields		
MCARE-ICN	30 Character	739
MCARE-TOT-BILL	10.2 Float	769
MCARE-COINS	10.2 Float	779
MCARE-ALLOW-AMT	11.2 Float	789
MCARE-REG-DED	10.2 Float	800
MCARE-PAID	11.2 Float	810
MCARE-PAY-DATE	8 Character	821
MCARE-COINS-DAYS	7.2 Float	829

MCARE-LIFE-RSV-DAYS	7.2 Float	836
MCARE-BLOOD-DEDUCTIBLE	9.2 Float	843
General Fields		
DELAY-RSN-CODE	2 Character	852
END OF RECORD MARK	\n (Carriage Control, Line feed)	854

Physician Claim Detail Record

Physician Detail	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-ID	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
DTL-NBR	3 Character	17
General Fields		
DTL-FDOS	8 Character	20
DTL-TDOS	8 Character	28
DTL-PREF-PROV-NBR	15 Character	36
DTL-PREF-PROV-NPI-NBR	15 Character	51
DTL-DIAG-PTR-COUNT	2 Integer	66
DTL-DIAG-PTR	8 Character (8 Occurrences)	68
DTL-UNITS	16.3 Float	132
DTL-PCODE	6 Character	148
FILLER	4 Character	154
DTL-MOD-COUNT	2 Integer	158
DTL-MOD	2 Character (4 Occurrences)	160
Recipient Fields		
DTL-B-STATE-AID-CAT	2 Character	168
DTL-BENE-CNTY	2 Character	170
DTL-BENE-AGE	3 Integer	172
Financial Fields		
DTL-PA-AMT-USED	10.2 Float	175
DTL-PA-UNITS-USED	16.3 Float	185
DTL-TOT-BILL	10.2 Float	201
DTL-ALLOW-AMT	10.2 Float	211
DTL-PAID-AMT	10.2 Float	221
DTL-PAC	6 Character	231
DTL-COPAY-AMT	8.2 Float	237
DTL-INV-CAT	3 Character	245
Indicator Fields		
CLM-STAT-IND	1 Character	248
DTL-STAT-IND	1 Character	249
DTL-FP-IND	1 Character	250
DTL-COPAY-IND	1 Character	251
EOB Fields		
DTL-EOB-COUNT	2 Integer	252
DTL-EOB Fields	(5 Occurrences)	254
DTL-EOB	4 Character	
DTL-EOB-CUT-AMT	10.2 Float	
Error Fields		
DTL-ERR-COUNT	2 Integer	324
DTL-ERR Fields	(5 Occurrences)	326
DTL-ERR-FLAG	1 Character	
DTL-ERR-NBR	4 Character	
TPL Fields		
DTL-TPL-ADJUD-DATE	8 Character	351

Claim Type Specific Fields		
Physician Detail	Field Format	Column
General Fields		
DTL-POS	2 Character	359
DTL-EPSDT-SCRN-IND	2 Character	361
DTL-ANES-UNITS	16.3 Float	363
MediCare Fields		
DTL-MCARE-TOT-BILL	10.2 Float	379
DTL-MCARE-PAID	11.2 Float	389
DTL-MCARE-ALLOW-AMT	11.2 Float	400
DTL-MCARE-DED	10.2 Float	411
DTL-MCARE-COINS	10.2 Float	421
ODTL-ICN	13 Character	431
ODTL-PAYDATE	8 Character	444
ODTL-PAID-AMT	11.2 Float	452
ODTL-ENC-PAID-AMT	11.2 Float	463
DTL-BENE-MID	12 Characters	474
END OF RECORD MARK	\n (Carriage Control, Line feed)	486

Pharmacy Claim Header Record

Pharmacy Header	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-TYPE	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
General Fields		
DTL-CNT	3 Integer	17
PLAN-CODE	3 Character	20
HDR-FDOS	8 Character	23
HDR-TDOS	8 Character	31
HDR-DIAG-COUNT	2 Integer	39
HDR-DIAG	7 Character (10 Occurrences)	41
ENTRY-CLERK	8 Character	111
HDR-PA-NBR	10 Character	119
FILLER	38 Character	129
FILLER	30 Character	167
Recipient Fields		
BENE-MID	12 Character	197
BENE-MID-CHK-DIG	1 Character	209
K-BENE-LNAME	60 Character	210
K-BENE-FI	35 Character	270
E-BENE-MI	1 Character	305
BENE-CNTY	10 Character	306
BENE-DOB-EXPANDED	8 Character	316
BENE-AGE	3 Integer	324
BENE-SEX	1 Character	327
BENE-HIC	12 Character	328
BENE-STATE-RACE	2 Character	340
BENE-INP-RETRO-ELIG-IND	1 Character	342
HDR-BENE-STATE-AID-CAT	2 Character	343
Provider Fields		
FILLER	15 Character	345
FILLER	15 Character	360
FILLER	15 Character	375
UNIQ-PROV-NBR	15 Character	390
BILL-PROV-NBR	15 Character	405
BILL-PROV-CNTY	10 Character	420
BILL-PROV-LOC	1 Character	430
BILL-PROV-TYPE	2 Character	431
BILL-PROV-SPEC-COUNT	2 Integer	433
BILL-PROV-SPEC	3 Character (5 Occurrences)	435
Financial Fields		
FINAL-STATUS-DATE	8 Character	450
HDR-TOT-BILL	10.2 Float	458
HDR-ALLOW-AMT	11.2 Float	468
HDR-PAID-AMT	11.2 Float	479
HDR-TPL-AMT	10.2 Float	490

HDR-PAT-LIAB-AMT	10.2 Float	500
HDR-PA-AMT-USED	10.2 Float	510
HDR-PA-UNITS-USED	16.3 Float	520

Pharmacy Header	Field Format	Column
Indicator Fields		
HDR-EMERG-IND	1 Character	536
SERV-AUTH-EXCEPT-CODE	30 Character	537
FILLER	2 Character	567
CLM-STAT-IND	1 Character	569
FILLER	3 Character	570
FILLER	3 Character	573
FILLER	3 Character	576
HDR-PA-IND	1 Character	579
FILLER	1 Character	580
HDR-FP-IND	1 Character	581
COPAY-IND	1 Character	582
ENC-IND - District Plan	1 Character	583
BUYIN-IND	1 Character	584
MW-EXEMPT-IND	1 Character	585
HDR-MAN-REFL-IND	1 Character	586
Adjustment Fields		
OHDR-ICN	13 Character	587
OHDR-PAYDATE	8 Character	600
OHDR-PAID-AMT	11.2 Float	608
OHDR-ENC-PAID-AMT - Original District Plan	11.2 Float	619
EOB Fields		
HDR-EOB-COUNT	2 Integer	630
HDR-EOB Fields	(5 Occurrences)	632
HDR-EOB	4 Character	
HDR-EOB-CUT-AMT	10.2 Float	
Error Fields		
HDR-ERR-COUNT	2 Integer	702
HDR-ERR Fields	(5 Occurrences)	704
HDR-ERR-FLAG	1 Character	
HDR-ERR-NBR	4 Character	
TPL Fields		
TPL-IN-IND	1 Character	729
TPL-OUT-IND	1 Character	730
HDR-TPL-ADJUD-DATE	8 Character	731

Claim Type Specific Fields		
Pharmacy Header	Field Format	Column
General Fields		
HDR-INV-CAT	3 Character	739
RX-NBR	7 Character	742
NCPDP-TPL-CODE	2 Character	749
PREF-DRUG-IND	1 Character	751
DISPENS-FEE-IND	1 Character	752
HDR-DISPEN-FEE	8.2 Float	753
END OF RECORD MARK	\n (Carriage Control, Line feed)	761

Pharmacy Claim Detail Record

Pharmacy Detail	Field Format	Column
Identification Fields		
ICN	13 Character	1
RCD-ID	2 Integer	14
CLM-TYPE-ALPHA	1 Character	16
DTL-NBR	3 Character	17
General Fields		
DTL-FDOS	8 Character	20
DTL-TDOS	8 Character	28
FILLER	15 Character	36
FILLER	15 Character	51
FILLER	2 Integer	66
FILLER	8 Character (8 Occurrences)	68
DTL-UNITS	16.3 Float	132
FILLER	6 Character	148
FILLER	4 Character	154
FILLER	2 Integer	158
FILLER	2 Character (4 Occurrences)	160
Recipient Fields		
DTL-B-STATE-AID-CAT	2 Character	168
DTL-BENE-CNTY	2 Character	170
DTL-BENE-AGE	3 Integer	172
Financial Fields		
DTL-PA-AMT-USED	10.2 Float	175
DTL-PA-UNITS-USED	16.3 Float	185
DTL-TOT-BILL	10.2 Float	201
DTL-ALLOW-AMT	10.2 Float	211
DTL-PAID-AMT	10.2 Float	221
DTL-PAC	6 Character	231
DTL-COPAY-AMT	8.2 Float	237
DTL-INV-CAT	3 Character	245
Indicator Fields		
CLM-STAT-IND	1 Character	248
DTL-STAT-IND	1 Character	249
DTL-FP-IND	1 Character	250
DTL-COPAY-IND	1 Character	251
EOB Fields		
DTL-EOB-COUNT	2 Integer	252
DTL-EOB Fields	(5 Occurrences)	254
DTL-EOB	4 Character	
DTL-EOB-CUT-AMT	10.2 Float	
Error Fields		
DTL-ERR-COUNT	2 Integer	324
DTL-ERR Fields	(5 Occurrences)	326
DTL-ERR-FLAG	1 Character	
DTL-ERR-NBR	4 Character	
TPL Fields		
DTL-TPL-ADJUD-DATE	8 Character	351

Pharmacy Detail	Field Format	Column
Claim Type Specific Fields		
General Fields		
DTL-DAYS-SUPPLY	9 Integer	359
DTL-DAW-CODE	1 Character	368
DTL-RX-REFILL	1 Character	369
DRUG-SCHED-IND	1 Character	370
DRUG-GENERIC-PROD-IND	1 Character	371
DTL-RATE-TYPE	4 Character	372
DTL-NDC	11 Character	376
DTL-PRSC-PROV-NBR	15 Character	387
DTL-PRSC-PROV-NBR-NPI	15 Character	402
DTL-PRSC-DATE	8 Character	417
DTL-THER-CLASS	10 Character	425
ODTL-ICN	13 Character	435
ODTL-PAYDATE	8 Character	448
ODTL-PAID-AMT	11.2 Float	456
ODTL-ENC-PAID-AMT	11.2 Float	467
DTL-BENE-MID	12 Characters	478
END OF RECORD MARK	\n (Carriage Control, Line feed)	490

Appendix D: Contract and Attachments

The following are sample documents. The official documents that must be signed after contract award and prior to the meeting of the Legislative Contract Review Oversight Committee will be provided to the Vendor that is awarded the contract.

Contract

Attachment A: Business Associate Agreement

Attachment B: Contract Review Report for Submission to Oversight Committee

Attachment C: Immigration Status

Attachment D: Disclosure Statement

Attachment E: Letter Regarding Reporting to Ethics Commission

Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Sample Contract

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and the undersigned Contractor agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP) Number 2009-TPL-01, dated _____, strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of Section VII. AA. and the price provided on Appendix B.

This contract specifically incorporates by reference the RFP, any amendments thereto, and Contractor's response, including all attachments.

CONTRACTOR

ALABAMA MEDICAID AGENCY

This contract has been reviewed
for and is approved as to content.

Commissioner

Date Signed

Date Signed

Printed Name

This contract has been reviewed for
legal form and complies with all
applicable laws, rules and regulations of
the State of Alabama governing these
matters.

Title

Medicaid Legal Counsel

APPROVED

Governor, State of Alabama

ALABAMA MEDICAID AGENCY BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Agreement") is made effective the _____ day of _____, 20____, by and between the Alabama Medicaid Agency ("Covered Entity"), an agency of the State of Alabama, and _____ ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule (as defined below).
- c. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless otherwise clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. Applicability to Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. Access. Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. Amendments to PHI. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. Availability of Documents. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, within five business days' after receipt of written notice.
- i. Documentation of PHI Disclosures. Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for

Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

- j. Accounting of Disclosures. The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;

- a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose PHI if the use or disclosure would violate any term of the Contract.

5. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- b. Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522,

to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

- d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- e. Covered Entity shall provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services.

6. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - 2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- e. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Paul Brannan

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor: _____

Contractor's Physical Street Address(No. P.O. Box) _____ City _____ State/Zip _____

Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama?

YES _____ NO _____ If Yes, in what State is Contractor Incorporated? _____

Is Act 2001-955 Disclosure Form Included with this Contract? YES _____ NO _____

Was a Lobbyist/Consultant Used to Secure this Contract? YES _____ NO _____

If Yes, Give Name: _____

Contract Number: _____

Contract/Amendment Total: _____

% of State Funds: _____ % of Federal Funds: _____ % Other Funds: _____ **

**Please Specify source of Other Funds (Fees, Grants, etc.) _____

Date Contract Effective: _____ Date Contract Ends: _____

Type of Contract: NEW: _____ RENEWAL: _____ AMENDMENT: _____

If renewal, was it originally Bid? Yes _____ No _____

If AMENDMENT, Complete A through C:

[A] Original contract total \$ _____

[B] Amended total prior to this amendment \$ _____

[C] Amended total after this amendment \$ _____

Was Contract secured through Bid Process? Yes _____ No _____ Was lowest Bid accepted? Yes _____ No _____

Was Contract secured through RFP Process? Yes _____ No _____ Date RFP was awarded _____

Summary of Contract Services to be Provided:

Why Contract Necessary AND why this service cannot be performed by merit employee:

I certify that the above information is correct.

Signature of Agency Head

Signature of Contractor

Carol H. Steckel, Commissioner

Printed Name

Printed Name

Agency Contact: Mary Ann Fannin

Phone: 242-5833

If this contract was not competitively Bid, explain why not:

If this contract was not competitively Bid because the contractor is a sole source provider, please explain who made the sole source determination and on what basis:

If contract was awarded by RFP, what process was used, was it competitive, how many vendors were contacted, and how many proposals were received:

If this contract was awarded by RFP, was it awarded to the person or company with the lowest monetary proposal? If not, explain why not:

If this contract was awarded by RFP, how and by whom were the proposals evaluated?

If this contract was not awarded through either Bid or RFP process, explain why not:

If this contract was not awarded through either Bid or RFP process, how was it awarded:

Did agency attempt to hire a State Employee? If so who from the State Personnel Department did you talk to?

How many additional contracts does contractor have with the State of Alabama and which agencies are they with?

Carol H. Steckel, Commissioner

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, PO Box 5624

CITY, STATE, ZIP

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334)242-5833

This form is provided with:

☐

Contract

☐

Proposal

☒

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ STATE DEPARTMENT PUBLIC EMPLOYEE	AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



BOB RILEY
Governor

Alabama Medicaid Agency

501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov
Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504



CAROL H. STECKEL, MPH
Commissioner

January 1, 2007

MEMORANDUM

TO: All Persons Under Contract With the Agency and All Agency Staff

FROM: Carol H. Steckel, MPH
Commissioner

SUBJECT: Reporting to Ethics Commission by Persons Related to Agency Employees

Section 36-25-16(b) Code of Alabama (1975) provides that anyone who enters into a contract with a state agency for the sale of goods or services exceeding \$7500 shall report to the State Ethics Commission the names of any adult child, parent, spouse, brother or sister employed by the agency.

Please review your situation for applicability of this statute. The address of the Alabama Ethics Commission is:

100 North Union Street
RSA Union Bldg.
Montgomery, Alabama 36104

A copy of the statute is reproduced below for your information. If you have any questions, please feel free to contact Bill Butler, Agency General Counsel, at 242-5741.

Section 36-25-16. Reports by persons who are related to public officials or public employees and who represent persons before regulatory body or contract with state.

- (a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.
 - (b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars (\$7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.
 - (c) This section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.
 - (d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)
- Our Mission - to provide an efficient and effective system of financing health care for our beneficiaries.**

**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

(Derived from Appendix B to 45 CFR Part 76--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions)

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out therein.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Alabama Medicaid Agency (the Agency) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this certification clause without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Agency may pursue available remedies, including suspension and/or debarment.